Untangle API Terms and Conditions

Last modified: 1 October, 2023

These Terms and Conditions are applied to Untangle API, other developer services, and associated software (collectively, **"Untangle API"**), provided by NABLA Mobility (**"NABLA" or "Company"**). By accessing or using Untangle API, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given Untangle API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying Untangle API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us.

1. ACCEPTANCE OF TERMS

1.1 By accessing or using Untangle API, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use Untangle API.

1.2 If you are using Untangle API on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms.

1.3 These Terms may be updated by NABLA at any time, and it is your responsibility to review them periodically for changes.

2. ACCOUNTS AND REGISTRATION

2.1 In order to access Untangle API you may be required to provide certain information (such as identification or contact details) as part of the registration process for Untangle API, or as part of your continued use of Untangle API. Any registration information you give to NABLA will always be accurate and up to date and you'll inform us promptly of any updates.

3. USER CONDUCT

3.1 You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

3.2 You will provide NABLA with the end users' usage data. The specific usage data required and the frequency of such sharing shall be specified in a separate document between you and NABLA.

3.3 You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the Untangle API to encourage or promote illegal

activity or violation of third party rights. You will not violate any other terms of service with NABLA (or its affiliates).

3.4 You will only access (or attempt to access) an Untangle API by the means described in the documentation of that API. If NABLA assigns you developer credentials (e.g. IDs), you must use them with the applicable Untangle API. You will not misrepresent or mask either your identity or your Untangle API customer's identity when using Untangle API or developer accounts.

3.5 NABLA sets and enforces limits on your use of the Untangle API in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you seek to use any API beyond these limits, you must obtain NABLA's express consent (NABLA may decline such request or condition acceptance on additional terms and/or charges for that use).

3.6 NABLA sets and enforces limits on your use of the Untangle API (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain NABLA's express consent (and NABLA may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant NABLA team for information.

3.7 NABLA, at its discretion, establishes and enforces usage limits for the Untangle API, which may include restrictions on the number of API calls or users served. You acknowledge and agree not to circumvent these limits as outlined in the documentation for each API. Should you wish to exceed these limits, express consent from NABLA is required. NABLA reserves the right to decline such requests or attach additional terms and/or charges for extended use.

3.8 Users are solely responsible for managing API keys. NABLA is not liable for any loss or misuse of allocated Untangle API keys. Furthermore, NABLA reserves the right to deactivate your Untangle API key without notice under certain circumstances, including deemed abuse of API calls or non-completion of required usage fee payment by the specified due date.

3.9 Users also have the option to contact us for key activation or deactivation requests, especially in cases of key compromise due to hacking or loss.

3.10   We may send you certain communications in connection with your use of Untangle API.

3.11   If you provide feedback or suggestions about our Untangle API, then we (and those we allow) may use such information without obligation to you.

3.12   The Terms are non-exclusive. You acknowledge that NABLA may develop products or services that may compete with the Untangle API customers or any other products or services.

4. API USAGE AND DATA PROTECTION

4.1 Untangle API is designed to enhance your flight operations applications and solutions (**"API Clients"**). You agree that NABLA may monitor API use to ensure quality, improve NABLA products and services, and verify your compliance with the Terms. This monitoring may include NABLA accessing and using your API Client, for example to identify security issues that could affect NABLA or its users. You will not interfere with this monitoring. NABLA may use any technical means to overcome such interference. NABLA may suspend access to the Untangle API by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

4.2 You will use commercially reasonable efforts to protect user information collected by your API Client, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

4.3 NABLA does not acquire ownership in your API Clients, and by using Untangle API, you do not acquire ownership of any rights in Untangle API or the content that is accessed through Untangle API.

4.4 You will comply with (1) all applicable privacy laws and regulations including those applying to personal data.

5. PROHIBITIONS AND CONFIDENTIALITY

5.1 When using Untangle API, you may not (or allow those acting on your behalf to):

   a. Sublicense Untangle API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as Untangle API and offer it for use by third parties.

   b. Perform an action with the intent of introducing to NABLA's services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.

   c. Defame, abuse, harass, stalk, or threaten others.

   d. Interfere with or disrupt Untangle API or the servers or networks providing Untangle API.

   e. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

   f. Reverse engineer or attempt to extract the source code from Untangle API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

   g. Use Untangle API for any activities where the use or failure of Untangle API could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

   h. Use Untangle API to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

   i. Remove, obscure, or alter any Terms or any links to or notices of those terms.

5.2 Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

5.3 Our communications to you and Untangle API may contain NABLA confidential information. NABLA confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without NABLA's prior written consent. NABLA confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose NABLA confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

6. **CONTENT**

6.1 Untangle API contains some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through Untangle API may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

6.2 Some of the Untangle API features allow the submission of content. NABLA does not acquire any ownership of any intellectual property rights in the content that you submit to Untangle API through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling NABLA to provide, secure, and improve Untangle API (and the related service(s)) and only in accordance with the applicable NABLA privacy policies, you give NABLA a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from Untangle API through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to Untangle API through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

6.3 When a user's non-public content is obtained through Untangle API, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

6.4 NABLA supports data portability. For as long as you use or store any user data that you obtained through Untangle API, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from NABLA products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

6.5 Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from Untangle API:

    a. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

    b. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

    c. Misrepresent the source or ownership; or

    d. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

7. PRIVACY POLICY

7.1 By using Untangle API, NABLA may use submitted information in accordance with our privacy policies.

8. TERMINATION

8.1 Any disputes arising from or related to these Terms or your use of the Untangle API shall be governed by the laws of Japan.

8.2 Any legal action or proceeding shall be brought exclusively in the courts of Tokyo district court, and you consent to the jurisdiction of such courts.

9. DISPUTE RESOLUTION

9.1 Any disputes arising from or related to these Terms or your use of the Untangle API shall be governed by the laws of Japan.

9.2 Any legal action or proceeding shall be brought exclusively in the courts of Tokyo district court, and you consent to the jurisdiction of such courts.

10. LIABILITY AND DISCLAIMERS

10.1   Except as expressly outlined in these Terms, NABLA and its suppliers or distributors make no specific promises regarding Untangle API. This includes but is

not limited to commitments about the content accessed through Untangle API, their specific functions, or their reliability, availability, or ability to meet your needs. We provide Untangle API "as is."

10.2   Some jurisdictions may provide certain warranties, such as the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. Except as expressly provided for in these Terms and to the extent permitted by law, we exclude all warranties, guarantees, conditions, representations, and undertakings.

10.3   When permitted by law, neither NABLA nor its suppliers and distributors will be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages.

10.4   To the extent permitted by law, the total liability of NABLA, and its suppliers and distributors, for any claim under these Terms, including any implied warranties, is limited to the amount you paid us to use the applicable Untangle API (or, if we choose, to supplying you Untangle API again) during the six months prior to the event giving rise to the liability.

10.5   In all cases, NABLA, and its suppliers and distributors, will not be liable for any expense, loss, or damage that is not reasonably foreseeable.

10.6   Unless prohibited by applicable law, businesses will defend and indemnify NABLA, and its affiliates, against liabilities, damages, losses, costs, fees, and expenses related to misuse of Untangle API, violation of the Terms, or any content or data routed into or used with Untangle API.

11. MODIFICATIONS

11.1 NABLA reserves the right to modify these Terms at any time without prior notice. The revised Terms will be made available on the Site, and your ongoing use of the Untangle API following such adjustments signifies your acceptance of the updated Terms.